

COMPARED

## MORTGAGE RECORD NO. 465

#241358 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Theodore R. Goebel and Laura Goebel, (husband and wife)

of Tulsa, Oklahoma, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to B. G. Goble

of Tulsa County, State of Oklahoma, to-wit:

South Ten (10) feet of Lot Seventeen (17) and the North Twenty Five (25) feet of Lot Sixteen (16) in Block Two (2) of Pouders and Pomeroy Second Addition to City of Tulsa, County of Tulsa, State of Oklahoma, as per the duly recorded plat thereof.

This is subject to a first mortgage favor Home Building & Loan Assn., of Tulsa, Oklahoma, being at this date in the sum of \$2928.00, payable \$42.90 monthly; next payment due October 1923.

THE SURPLUS ENDORSEMENT  
I hereby certify that I received \$100.00 and issued this mortgage in payment of same.  
Dated this 4 day of Oct. 1923  
W. W. Stuckey, County Treasurer  
Deputy

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same.

This mortgage is given to secure the principal sum of Twenty three hundred twenty two and no/100 (\$2322.00) DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly xxxxxx from date hereof

according to the terms of two certain promissory notes described as follows, to-wit:

Tulsa, Okla., October 1st, 1923, For value received, I, We, or either of us promise to pay to the order of B. G. Goble, the sum of \$945.00 in installments of \$27.00 per month; said installments to be paid on or before the first day of each and every month hereafter beginning the first day of November 1923. Deferred payments to bear interest at the rate of eight per cent per annum; from this date until paid; interest payable monthly on unpaid balances in addition to principal payment of \$27.00.

Tulsa, Oklahoma, October 1st, 1923, On or before October 1st, 1926, after date for value received, we promise to pay to the order of B. G. Goble, \$1377.00, at Tulsa, Oklahoma, with interest at eight per cent per annum after this date, payable monthly.

Provided, always, that this instrument be made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second parties shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of ten per cent of face of mortgage DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this first day of October, 1923

Theodore R. Goebel SEAL

Laura Goebel SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this first day of October, 1923, personally appeared Theodore R. Goebel and Laura Goebel (husband and wife)

and \_\_\_\_\_  
to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires April 17th, 1927. (SEAL) Chas. K. Warren, Notary Public

I hereby certify that this instrument was filed for record in my office on 3 day of Oct. A. D. 1923

at 1:30 o'clock P. M.

By Brady Brown Deputy (SEAL) O. G. Weaver, County Clerk